

REMARKS

The objection set forth in paragraph 2 of the office action has been cured.

Claim 1 calls for determining a number of spatial defects. The office action suggests that the term "spatial defect" is not a term of art and has no definition. As a result, the term "spatial defects" is apparently interpreted by simply reading out the word "spatial" and transforming "spatial defects" into simply "defect."

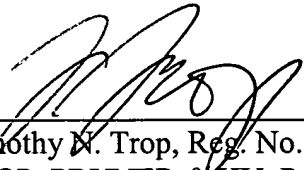
To the contrary, "spatial defects" is used in the present application to indicate a pair of adjacent defective pixels. In other words, the term "spatial defects" is a term of art. For example, the present specification at page 2, lines 21-23, explains that spatial defects are defects that arise due to the close proximity of two defective pixels.

This is not the matter of simply reading the specification into the claims. To the contrary, the term "spatial defects" has a well understood meaning which, consistent with the specification, involves two defects. An effort to simply read "spatial" out of the phrase "spatial defects" fails to provide a proper claim construction.

The phrase "spatial defects" calls for defects that are related to a spatial relationship. The term "spatial" has a well understood meaning and its modification of "defect" simply indicates a defect having to do with spatial relationships. The term "spatial" has a clear meaning. To simply remove the modifier "spatial" from before "defect" is to simply remove a legitimate limitation from the claim. Such a claim construction would be inappropriate and reconsideration is requested.

Respectfully submitted,

Date: July 6, 2005



Timothy M. Trop, Reg. No. 28,994
TROP, PRUNER & HU, P.C.
8554 Katy Freeway, Ste. 100
Houston, TX 77024
713/468-8880 [Phone]
713/468-8883 [Fax]

Attorneys for Intel Corporation